

TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

| | | | |
|--------------------------------|--------------------------------------|-----------------------------------|-----------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | SECURITY INTEREST | | |
| EFFECTIVE DATE: | 05/31/2005 | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Midway Home Entertainment Inc. | | 05/31/2005 | CORPORATION: DELAWARE |
| RECEIVING PARTY DATA | | | |
| Name: | Wells Fargo Foothill, Inc., as Agent | | |
| Street Address: | 2450 Colorado Avenue | | |
| Internal Address: | Suite 3000 West | | |
| City: | Santa Monica | | |
| State/Country: | CALIFORNIA | | |
| Postal Code: | 90404 | | |
| Entity Type: | CORPORATION: CALIFORNIA | | |
| PROPERTY NUMBERS Total: 12 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 2841845 | ROADKILL | |
| Serial Number: | 78481749 | FEAR & RESPECT | |
| Serial Number: | 78534025 | GOLDIE | |
| Serial Number: | 78464101 | L.A. RUSH | |
| Serial Number: | 78582427 | OFF ROAD THUNDER | |
| Serial Number: | 78559180 | POWER GEYSER | |
| Serial Number: | 78508953 | RISE & FALL | |
| Serial Number: | 78553601 | RISE & FALL: CIVILIZATIONS AT WAR | |
| Serial Number: | 78545404 | SEVEN DAYS | |
| Serial Number: | 78582435 | SUPER OFF ROAD | |
| Serial Number: | 78531646 | THE SUFFERING TIES THAT BIND | |
| Serial Number: | 78460683 | THE WHEELMAN | |

TRADEMARK

REEL: 003124 FRAME: 0245

OP \$315.00 2841845

CORRESPONDENCE DATA

Fax Number: (312)863-7812

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Email: nathaniel.panek@goldbergkohn.com

Correspondent Name: Nathaniel Panek

Address Line 1: 55 East Monroe

Address Line 2: Suite 3700

Address Line 4: Chicago, ILLINOIS 60603

NAME OF SUBMITTER:

Nathaniel Panek

Signature:

/nathaniel panek/

Date:

07/20/2005

Total Attachments: 6

source=MHE_TM_amend#page1.tif

source=MHE_TM_amend#page2.tif

source=MHE_TM_amend#page3.tif

source=MHE_TM_amend#page4.tif

source=MHE_TM_amend#page5.tif

source=MHE_TM_amend#page6.tif

FIRST AMENDMENT TO TRADEMARK SECURITY AGREEMENT

This First Amendment to Trademark Security Agreement, dated as of May 31, 2005 (this "Amendment"), is by and between **MIDWAY HOME ENTERTAINMENT INC.**, a Delaware corporation ("Grantor"), and **WELLS FARGO FOOTHILL, INC.**, a California corporation ("Agent"), as administrative agent for the Lenders.

W I T N E S S E T H:

WHEREAS, Grantor and Agent are parties to that certain Trademark Security Agreement, dated as of March 3, 2004 (as amended, restated, modified or supplemented from time to time, the "Trademark Security Agreement"), entered into in connection with that certain Loan and Security Agreement, dated March 3, 2004, among Agent, Lenders, Midway Amusement Games, LLC, a Delaware limited liability company, and Grantor (the "Loan Agreement"; capitalized terms not otherwise defined herein having the definitions provided therefor in the Loan Agreement); and

WHEREAS, Grantor and Agent have agreed to amend the Trademark Security Agreement in the manner specifically set forth herein;

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereto agree as follows:

1. Amendment to the Trademark Security Agreement. The Trademark Security Agreement is amended as follows:

(a) Schedule A to the Trademark Security Agreement shall be amended by adding the items set forth under the headings "Trademark Registrations" and "Trademark Applications" on Exhibit A hereto to Schedule A to the Trademark Security Agreement under the headings "Trademark Registrations" and "Trademark Applications" as applicable.

2. Miscellaneous.

(a) Captions. Section captions used in this Amendment are for convenience only, and shall not affect the construction of this Amendment.

(b) Counterparts. This Amendment may be executed in any number of counterparts and by the different parties on separate counterparts, and each such counterpart shall be deemed to be an original, but all such counterparts shall together constitute but one and the same Amendment.

(c) Governing Law. THIS AMENDMENT SHALL BE CONSTRUED IN ALL RESPECTS IN ACCORDANCE WITH, AND GOVERNED BY, ALL OF THE PROVISIONS OF THE ILLINOIS UNIFORM COMMERCIAL CODE AND BY THE OTHER INTERNAL LAWS (AS OPPOSED TO CONFLICT OF LAWS PROVISIONS) OF THE STATE OF ILLINOIS. WHENEVER POSSIBLE, EACH PROVISION OF THIS


AMENDMENT SHALL BE INTERPRETED IN SUCH A MANNER AS TO BE EFFECTIVE AND VALID UNDER APPLICABLE LAW, BUT IF ANY PROVISION OF THIS AMENDMENT SHALL BE PROHIBITED BY OR INVALID UNDER APPLICABLE LAW, SUCH PROVISION SHALL BE INEFFECTIVE ONLY TO THE EXTENT OF SUCH PROHIBITION OR INVALIDITY, WITHOUT INVALIDATING THE REMAINDER OF SUCH PROVISIONS OR THE REMAINING PROVISIONS OF THIS AMENDMENT.

* * * *

IN WITNESS WHEREOF, the parties hereto have duly executed this Amendment as of the date first written above.

GRANTOR:

MIDWAY HOME ENTERTAINMENT INC.


By DEBORAH K. FULTON
Its VICE PRESIDENT and SECRETARY

AGENT:

WELLS FARGO FOOTHILL, INC., as Agent

By _____
Its _____

IN WITNESS WHEREOF, the parties hereto have duly executed this Amendment as of the date first written above.

GRANTOR:

MIDWAY HOME ENTERTAINMENT INC.

By _____
Its _____

AGENT:

WELLS FARGO FOOTHILL, INC., as Agent



By  _____
Its  _____

EXHIBIT A

TRADEMARK REGISTRATIONS

| Mark | Registration No. | Registration Date |
|-------------|-------------------------|------------------------------|
| ROAD KILL | 2841845 | 5/11/04 |

TRADEMARK APPLICATIONS

| Mark | Serial No. | Application Date |
|-----------------------------------|-------------------|-------------------------|
| FEAR & RESPECT | 78/481749 | 9/10/04 |
| GOLDIE | 78/534025 | 12/16/04 |
| L.A. RUSH | 78/464101 | 8/9/04 |
| OFF ROAD THUNDER | 78/582427 | 3/8/05 |
| POWER GEYSER | 78/559180 | 2/2/05 |
| RISE & FALL | 78/508953 | 11/1/04 |
| RISE & FALL: CIVILIZATIONS AT WAR | 78/553601 | 1/25/05 |
| SEVEN DAYS | 78/545404 | 1/11/05 |
| SUPER OFF ROAD | 78/582435 | 3/8/05 |
| THE SUFFERING TIES THAT BIND | 78/531646 | 12/13/04 |
| THE WHEELMAN | 78/460683 | 8/2/04 |